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January 16, 2018

VIA ELECTRONIC FILING

The Honorable Jocelyn G. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

Re: Friends of the Earth and Sierra Club v. South Carolina Electric & Gas Company
Docket No. 2017-207-E

Dear Ms. Boyd:

Enclosed for filing on behalf of South Carolina Electric & Gas Company ("SCE&G") is its Response in Opposition to Complainants' Motion to Compel Discovery ("Response") in the above-captioned docket.

By copy of this letter, we are serving counsel for the Complainant and the other parties of record with a copy of SCE&G's Response and enclose a certificate of service to that effect.

Very truly yours,

K. Chad Burgess

KCB/kms
Enclosure

cc: Robert Guild, Esquire
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**BEFORE
THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
DOCKET NO. 2017-207-E**

In Re: Friends of the Earth and Sierra Club,)
Complainants/Petitioners,)
)
v.)
)
South Carolina Electric & Gas Company,)
Defendant/Respondent.)

**DEFENDANT/RESPONDENT'S RESPONSE IN OPPOSITION TO
COMPLAINANTS' MOTION TO COMPEL DISCOVERY**

Defendant/Respondent South Carolina Electric & Gas Company ("SCE&G"), pursuant to Rules 26 and 37 of the South Carolina Rules of Civil Procedure and Chapter 103, Article 8 of the South Carolina Code of Regulations, serves its Response in Opposition to the Motion to Compel Discovery (the "Motion") filed by Complainants Friends of the Earth ("FOE") and the Sierra Club (collectively, "Complainants") as follows.

INTRODUCTION

FOE (a non-profit environmental advocacy organization and long-time critic of the nuclear power industry) and the Sierra Club (the oldest and largest non-profit grass roots environmental organization, and a fellow nuclear energy opponent) filed their Complaint in this proceeding on June 22, 2017, more than a month before SCE&G filed its initial abandonment petition relating to construction of Units 2 and 3 of the V. C. Summer Nuclear Power Plant (the "Project"). Complainants sought, among other things, an order directing SCE&G to "immediately cease and desist expending any further capitol [sic] costs related to the Project" and requested the Commission to "review and determine the prudence of abandonment of the

subject Project.” Complainants thereafter served extensive discovery requests on SCE&G demanding in essence that SCE&G produce every document in its possession, whether or not privileged and regardless of its relevance to Complainants’ Complaint, relating in any way to the Project. SCE&G responded to Complainants’ requests, noting objections to the vagueness and overbreadth of Complainants’ requests where appropriate, preserving SCE&G’s position that some of the documents requested are subject to attorney-client privilege and the work product doctrine, and agreeing to produce responsive documents on a rolling basis in light of the expansive number of documents sought.

SCE&G began producing documents on December 1, 2017, explaining in a cover letter sent to counsel for Complainants that SCE&G would continue producing documents on a rolling basis and that additional documents would follow at a later date. Instead of waiting for a more complete production, however, Complainants elected instead simply to file the instant Motion on December 22—without prior notice to SCE&G—seeking an order from the Commission directing SCE&G to immediately search for and produce every Project-related document in existence and allowing Complainants to access the abandoned Project site.

SCE&G respectfully submits that the Motion should be denied or, in the alternative, should be held in abeyance to allow SCE&G to complete its production and allow the parties to discuss narrowing the scope of some of the requests. As an initial matter, Complainants have failed to accurately state the facts regarding SCE&G’s objections and responses to Complainants’ requests. As described in more detail below, SCE&G has, as it promised in its original written responses to Complainants’ requests, continued to make a rolling production of responsive documents, which to date has resulted in the production of approximately 45,000 pages of documents. While Complainants complain in the Motion about the format in which

documents have been produced, SCE&G fully addressed Complainants' format complaints by changing to PDF format immediately after Complainants first raised the issue in early December, weeks before Complainants filed the Motion. Complainants' counsel thereafter specifically advised SCE&G in writing to "keep using your current document production approach," *i.e.*, producing documents in PDF form, a statement upon which SCE&G has justifiably relied in its continuing production efforts.

SCE&G's objections to Complainants' requests are fully justified by the breadth of some the requests and Complainants' refusal to agree to the terms of any form of a confidentiality agreement to protect against improper disclosure of commercially sensitive information. Specifically, Complainants have refused to agree to any restrictions upon disclosure of documents produced by SCE&G, despite the fact that many of the documents sought are confidential and commercially sensitive. SCE&G cannot agree to voluntarily turn over commercially sensitive documents without restriction, particularly given the high-profile nature of the inquiry regarding the abandonment of the Project. SCE&G's objections to producing privileged and work product documents, moreover, are well supported, and Complainants have failed to articulate any grounds that would authorize the Commission to overrule those objections and disregard SCE&G's rights to prevent against disclosure of privileged documents. Finally, Complainants have failed to articulate why getting access to the abandoned facilities would lead to the discovery of relevant evidence in this proceeding.

For the foregoing reasons, SCE&G respectfully requests that the Motion be denied in its entirety or, in the alternative, that the Commission direct the parties to confer to narrow the scope of the requests and agree to a reasonable schedule for completing the production and adjudicating any unresolved issues.

FACTUAL BACKGROUND

I. COMPLAINANTS' REQUESTS

Complainants have served a total of 25 requests for production of documents on SCE&G. The requests span a broad range of topics and appear to be designed to require SCE&G to produce every document related to the Project, including (1) project schedules and capital costs schedules for the Project, (2) evaluation of the solvency of Westinghouse and enforceability of contractual obligations against Westinghouse, (3) the prudence of continued construction of the Project, (4) agreements between SCE&G and Westinghouse, (5) SCE&G's eligibility for federal production tax credits, (6) the Project Assessment Report by Bechtel Power Corporation, (7) an "Employee Concerns Program," (8) annual audits of the Project, (9) "project letters" sent to Westinghouse, and many others. *See generally* Motion, Ex. 1. For each of these wide-ranging topics, Complainants seek "all documents" "relating" to the subject.

Complainants also request ~~without~~ any subject-matter limitation or explanation as to how the documents are relevant to the issues in this proceeding—a copy of all documents produced in response to the various subpoenas SCE&G has received from State and Federal authorities as well as "all documents provided in discovery or data requests to any other party including the Office of Regulatory Staff." *Id.* (Second Requests Nos. 11, 13). Complainants also specifically request that, for at least some of the requests, they be provided all copies of the document sufficient to show each recipient. *Id.* (Second Requests Nos. 7, 8, 9, 12).

Despite their breadth, the requests did not include any instructions with respect to the format of the productions. Nor did Complainants request an index connecting each document produced to a specific request.

II. SCE&G'S RESPONSES

SCE&G responded to Complainants' requests on December 1, 2017, stating general objections to the requests and specific objections to individual requests. Significantly, however, SCE&G agreed to produce documents subject to its objections. SCE&G also explained in its responses to many of Complainants' vague requests that SCE&G would consider producing more documents upon receiving additional information and clarification from Complainants regarding the scope of those requests.

In addition, SCE&G objected to certain requests on the basis that the requests seek documents subject to the attorney client privilege and/or work product protection. Many of the requests seek SCE&G's analysis of topics and issues that would invade these protections. Complainants seek, for example, "analysis" bearing on the "fraudulent or false accounting and financial reporting" of Westinghouse and the "validity or enforceability" of specific contracts. *Id.* (First Requests, No. 3). Complainants also seek documents related to the Bechtel assessment, which was an assessment performed in anticipation of litigation and engaged through SCE&G's Project counsel. *Id.* (Second Requests, Nos. 1-4).

Finally, SCE&G noted in its objections that it would not produce information that is "non-public, confidential, sensitive or would otherwise cause injury to SCE&G if publicly disclosed . . . until the parties execute a mutually agreeable protective order." SCE&G's counsel asked counsel for Complainants to agree to the terms of a confidentiality agreement to govern production of such commercially sensitive documents and Complainants' counsel refused. To date, counsel for Complainants has continued to refuse to execute a confidentiality agreement that would enable SCE&G to produce commercially sensitive documents.

III. SCE&G'S COMMUNICATIONS WITH COMPLAINANTS AND STATUS OF PRODUCTION

In a letter from SCE&G to Complainants on December 1, 2017, SCE&G explained that, subject to its responses and objections, SCE&G would be producing documents responsive to the requests on a rolling basis. SCE&G also indicated that certain documents in its production are designated as "confidential," and should be treated as such. When counsel for Complainants expressed difficulty accessing the documents in SCE&G's initial production, SCE&G worked rapidly to produce the documents in pdf format. Thereafter, SCE&G—at the specific request of Complainants—continued producing documents in pdf format in subsequent productions. SCE&G has made two additional productions, each time using Complainants preferred pdf format. In its first three productions, SCE&G has produced approximately 45,000 pages to Complainants. SCE&G is committed to continuing to produce documents on a rolling basis as responsive documents are identified through SCE&G's ongoing document review.

Through negotiations with counsel for Complainants after they filed the Motion, SCE&G agreed to produce an index indicating to which request each document is responsive as well as a privilege log. On January 12, 2018, SCE&G produced the promised index and privilege log for the three productions SCE&G has made to date. Going forward, SCE&G will continue to provide an index and update the privilege log as subsequent productions are made.

ARGUMENT

Complainants' Motion is based in part on the following issues regarding SCE&G's discovery responses: (a) the format of the document production; (b) the alleged lack of responsiveness of the documents produced to date; (c) the alleged duplication in the documents produced to date; and (d) the lack of an index connecting each document to the corresponding

request. As demonstrated below in Section I, Complainants' arguments either inaccurately describe SCE&G's production efforts or have been mooted by subsequent events.

Complainants also dispute SCE&G's overbreadth and privilege objections and, in the alternative, demand production of a privilege log. As demonstrated below in Section II, SCE&G's objections to the requests are well founded and Complainants' Motion does not provide an appropriate basis for overruling them. Moreover, SCE&G has subsequently agreed to produce a log showing which documents or portions of documents are being withheld from production as SCE&G's rolling production of documents continues.

Finally, Complainants demand the right to "enter the subject facility for purposes of inspection. . . ." As demonstrated in Section III below, Complainants have not even begun to demonstrate how granting such access to Complainants would lead to discovery of relevant evidence here. This request should also be denied.

I. COMPLAINANTS' ARGUMENTS ABOUT THE FORMAT OF SCE&G'S PRODUCTION ARE MISPLACED

A. Complainants Previously Communicated Their Agreement To SCE&G's Formatting Protocol.

SCE&G made its first production of documents to Complainants on December 1, 2017 in the form of a standard load file—a format that preserves a document's metadata and thus gives the requesting party more information about the document—and SCE&G produced the documents using a standard password-protected FTP site. Complainants encountered difficulties in accessing the documents and specifically requested that SCE&G "produce in hard copy or standard pdf format." SCE&G then did just that by reproducing on the ftp site on December 2 the first set of documents in pdf format. Complainants responded on December 3, 2017 that they were able to access the documents and instructed SCE&G to: "***keep using your current document production approach.***" SCE&G has made two subsequent productions to

Complainants, each time using the exact same approach, producing in pdf format via a non-password protected zip file.

Thus, Complainants' contention that SCE&G produced "very poorly accessible jpeg and txt formats" is accordingly not well taken—as SCE&G worked tirelessly and immediately to produce documents in the format specifically requested by Complainants. And the request that "SCE&G should be compelled to provide all further documents in . . . accessible pdf format" has been mooted by SCE&G's ready willingness to produce each of the three productions made to date in the requested pdf format.

B. SCE&G Has Produced A Large Number Of Responsive Documents And Is Continuing Its Production Efforts.

Complainants contend that only a "limited" number of documents have been produced by SCE&G. Motion at 3. But, since Complainants filed the Motion, SCE&G's document production has grown to approximately 45,000 pages of documents. And—as SCE&G agreed with counsel for Complainants—SCE&G will continue producing documents on a rolling basis as responsive documents are identified through SCE&G's ongoing document review.

While SCE&G is making ongoing efforts to review and produce documents, Complainants' refusal to agree that commercially sensitive information will be kept confidential and shielded from public disclosure serves as a major impediment to SCE&G's document production effort. Specifically, Complainants have sought virtually every document related to the Project—including SCE&G's internal commercial and financial analyses of the viability of the Project, contracts and agreements with Westinghouse, all documents provided to the Office of Regulatory Staff (many of which were provided in a confidential setting), internal analyses regarding abandonment of the Project, and other proprietary and commercially sensitive information. SCE&G maintains a strict practice of confidentiality with respect to the types of

commercially sensitive documents Complainants seek. Yet, Complainants have refused SCE&G's request to enter into a confidentiality agreement and "insist[] on full liberty to circulate and publish" any documents they receive from SCE&G "at will." Motion at 3.

SCE&G's request for confidentiality is fully supported by the protections afforded by South Carolina law to trade secret and commercial information. In particular, the South Carolina Rules of Civil Procedure "provide for the protection of trade secret" and commercial information. *See* 26(c), SCRCRCP (a party may seek protection "from annoyance, embarrassment, oppression, or undue burden" by an order "that a trade secret or other confidential research, development, or commercial information not be disclosed or be disclosed only in a designated way"); *see also Laffitte v. Bridgestone Corp.*, 381 S.C. 460, 474 (2009) (explaining that South Carolina's Rule 26 mirrors the federal rule); *Wade v. Chase Bank USA, NA*, 2013 WL 12154986, at *2 (D.S.C. Nov. 7, 2013) (explaining that the "particulars of [the parties'] contractual relationship . . . are confidential" and that "harm will occur" if "competitors gain access" to the information). South Carolina's Trade Secrets Act is also specifically designed to protect trade secrets from discovery in civil actions. *See* S.C. Code Ann. § 39-8-10, *et seq.*

With the protections afforded trade secret information by South Carolina law and the clear competitive harm that would result from publication of proprietary SCE&G documents, SCE&G simply cannot agree to voluntarily turn over many of the documents Complainants request without restriction. SCE&G made this fact clear in its responses to Complainants' requests—SCE&G is willing to produce additional documents to Complainants contingent on their agreement to the confidentiality of those documents. Until such an agreement is reached, SCE&G will be limited in its ability to make full productions of commercially sensitive information to Complainants.

C. SCE&G Has Agreed To Produce The Index Complainants Request.

Finally, Complainants raised for the first time in their Motion a concern with the alleged lack of responsiveness and duplication in the documents produced to date, and seek an index from SCE&G connecting each document to a corresponding request. Motion at 3. Complainants' contention that SCE&G's productions have included "repeated e-mails," however, ignores the fact that Complainants specifically requested copies from each custodian of certain documents, resulting in the "duplication" of which they now complain. *See* Motion at 3; *see also id.* Ex. 1 (Second Requests, RFP No. 7, 8, 9, 10, 12). And, in any event, Complainants' argument that the documents were "largely unresponsive," "unindexed," and "unidentified to a particular document request" (Motion at 3) has been mooted by SCE&G's agreement to produce an index identifying the specific document request to which each document is responsive.

In sum, because the issues raised by Complainants have either been resolved through subsequent negotiation between the parties, or result from the requests and actions of Complainants, the Commission should disregard Complainants' various complaints about the size and format of SCE&G's productions.

II. SCE&G'S OBJECTIONS ARE FULLY JUSTIFIED BY COMPLAINANTS' OVERLY BROAD AND VAGUE REQUESTS

A. SCE&G Has Properly Objected To Complainants' Overly Broad Requests, and Complainants Have Failed To Provide Requested Clarifications.

As explained in SCE&G's responses, many of Complainants' requests are overly broad, vague, and/or irrelevant to the claims or defenses at issue in this action. While SCE&G has attempted to identify and has started producing documents responsive to these broad requests on a rolling basis, Complainants' Motion makes no effort to further describe or narrow the vague and overly broad requests, despite SCE&G's demonstrated willingness to discuss the requests and continue to produce documents upon a clearer understanding of the documents requested.

Complainants simply request—without justification—that SCE&G produce virtually every document in its possession related in any way to the Project.

SCE&G's objections to Complainants' requests are well-founded. For example, Complainants seek "all documents" regarding vaguely defined "project schedules" dating as far back as January 1, 2012. Motion, Ex. 1 (First Requests, No. 1). This request plainly encompasses a vast amount of documents over a six-year period, many of which will have little to no bearing on the issues in this action. SCE&G is willing to produce documents responsive to this Request based on a further understanding of the specific schedules to which Complainants refer, and a narrowing of the types of documents Complainants seek that "relate" to the Project schedules.

Other requests—in addition to problems of vagueness and overbreadth—simply have no relevance at all to the issues in this action. For example, Complainants request documents related to the "extension of the eligibility for federal production tax credits," "documents reflecting submissions to the Employee Concerns Program," and "annual audits filed in the project data base about the project." Motion, Ex. 1 (First Requests, No. 9; Second Requests, Nos. 6, 10). The term "Employee Concerns Program" is not defined such that SCE&G is able to discern the documents Complainants request. Nor would submissions made to an "Employee Concerns Program" be relevant to the issues in this action. Complainants' vague request for annual audits of the Project and documents related to the federal production tax credits are equally irrelevant to the issues before the Commission in this action. To the extent that Complainants have made blanket requests for all Project-related documents without justifying their relevancy to the issues in this action, Complainants' Motion should be denied.

Notwithstanding Complainants' refusal to engage in a discussion with SCE&G regarding its responses and objections prior to filing the instant Motion, SCE&G is willing to work with Complainants on obtaining a better understanding of the documents Complainants seek and negotiating a resolution of SCE&G's objections to their requests.

B. SCE&G Has Properly Objected To Requests Seeking Privileged And Work Product Documents And Has Produced A Privilege Log.

In South Carolina, "[t]he attorney-client privilege protects against disclosure of confidential communications by a client to his attorney." *Tobacoville USA, Inc. v. McMaster*, 387 S.C. 287, 293 (2010). South Carolina law further provides protection from discovery for "documents prepared in anticipation of litigation" under the work product doctrine. *Id.* (citing Rule 26(b)(3), SCRPC). SCE&G has propounded appropriate objections to Complainants' requests to the extent that they seek documents that would result in disclosure of confidential communications subject to the attorney-client privilege or documents prepared in anticipation of litigation. *See* Motion, Ex. 1 (First Set of Requests No. 11; Second Set of Requests Nos. 1-4, 8, 12).

Complainants' Motion primarily disputes SCE&G's claim of privilege and work product protection over the Bechtel Report and its progeny. Motion at 5. As SCE&G has continually maintained, the Bechtel Report and its progeny are subject to the attorney client and work product protections because Bechtel was engaged through SCE&G's outside legal counsel in anticipation of litigation with the Consortium. Complainants argue that SCE&G has "waived" any applicable protection. Motion at 5. To show waiver, however, SCE&G's conduct "must be distinct and unequivocal" as well as voluntary. *See Davis v. Parkview Apartments*, 409 S.C. 266, 292 (2014) (Pleicones, J. dissenting) (the majority did not reach the underlying question of

waiver). Complainants have provided no evidence of a “distinct and unequivocal” waiver by SCE&G of the protections afforded the Bechtel Report.

In addition, “[a] well-recognized exception [to waiver]”—which is applicable here—is the joint defense or common interest doctrine, which prevents privilege from being waived without the consent of *all parties* who share the privilege.” *Fort v. Leonard*, 2007 WL 518593, at *1 (D.S.C. Feb. 22, 2007) (emphasis added). The alleged “wide publication” of the Bechtel Report has not been by or with the consent of SCE&G. And the fact that the Bechtel Report has been made public by the Office of Regulatory Staff and/or the South Carolina Public Service Authority—without SCE&G’s consent—means that Complainants already have access to the document and there is no reason to compel its production from SCE&G. Complainants have failed to articulate any grounds that would authorize the Commission to overrule SCE&G’s objections and disregard SCE&G’s rights to prevent against disclosure of documents protected by the attorney client privilege and work product doctrine.

Finally, Complainants ask the Commission to compel SCE&G to produce a privilege log “detailing the documents involved.” Motion at 6. On January 12, 2018, SCE&G produced an initial privilege log, identifying documents or portions of documents that SCE&G has withheld on the basis of the attorney client privilege and/or work product protection from the set of documents it has produced to date. SCE&G also has committed to producing supplemental privilege logs as SCE&G continues to locate privileged documents from forthcoming productions, including documents relating to the Bechtel Report, on the basis of the attorney-client privilege or work product doctrine.

III. COMPLAINANTS’ REQUEST FOR INSPECTION IS WHOLLY UNSUPPORTED

Complainants' request that the Commission compel SCE&G to allow inspection of the Project site should be denied because Complainants have failed to even attempt to describe why inspection of the Project site will lead to the discovery of relevant evidence. Complainants request that they be "permitted entry . . . upon the lands and premises which are the location of the subject facility for purposes of inspection, measuring, surveying, photographing, testing, or sampling." Motion, Ex. 1 (Complainants' First Requests, at 1-2). But Complainants do not provide any basis for their request, describe the purpose of the inspection, or how it is likely to lead to the discovery of relevant evidence. Nor can SCE&G discern of any relevant purpose for inspection of the abandoned Project site. The Commission should accordingly reject Complainants' wholly unsupported request for inspection.

CONCLUSION

WHEREFORE, for the foregoing reasons, Defendant/Respondent respectfully requests that the Commission deny Complainants Motion to Compel Discovery in its entirety.

Respectfully submitted, this 16th day of January, 2018



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BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2017-207-E

IN RE:

Friends of the Earth and Sierra Club,)	
Complainant/Petitioner)	
v.)	CERTIFICATE
South Carolina Electric & Gas Company,)	OF SERVICE
Defendant/Respondent)	
_____)	

This is to certify that I have caused to be served this day one (1) copy of South Carolina Electric & Gas Company's **Response in Opposition to Compel Discovery** via U.S. First Class Mail and electronic mail to the persons named below at the addresses set forth:

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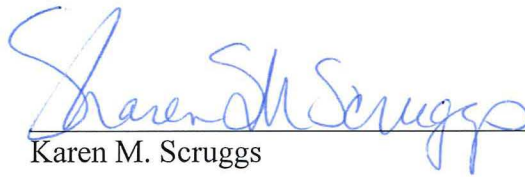
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This 16th day of January 2018